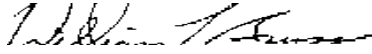


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W56MES-5228-1707		PAGE 1 OF 19	
2. CONTRACT NO. W911XK-05-P-0071		3. AWARD/EFFECTIVE DATE 01-Sep-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W911XK-05-T-0067	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIAM L BRUSS				b. TELEPHONE NUMBER (No Collect Calls) 313 226-3648	
9. ISSUED BY CODE W911XK CONTRACTING DIVISION DETROIT DISTRICT, USAED P.O. BOX 1027 DETROIT MI 48231-1027 TEL: (313) 226-5148 FAX: (313) 226-2209		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD:\$6M				11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
15. DELIVER TO KEWAUNEE AREA OFFICE 124 NORTH MAIN STREET KEWAUNEE WI 54216 CODE		16. ADMINISTERED BY CODE SEE ITEM 9					
17a. CONTRACTOR/OFFEROR CODE 1KTK1 JACKS LAWN & LANDSCAPE INC. N8910 ONEIDA RD. MENASHA WI 54952 TEL. 920-739-4333 FACILITY CODE 1KTK1		18a. PAYMENT WILL BE MADE BY CODE TOB0200 U S ARMY CORPS OF ENGINEERS FINANCE AND 5700 WASP AVENUE MILLINGTON TN 38054					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$28,400.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>Thomas Jack</u> <input checked="" type="checkbox"/> OFFER DATED <u>29-Aug-2005</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS <u>SEE SCHEDULE</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 01-Sep-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) WILLIAM L BRUSS / ADDED BY SUMI TEL: 313 226-3648 EMAIL: William. L. Bruss@lre02.usace.army.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 19	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42b. RECEIVED AT(<i>Location</i>)	
					42c. DATE REC'D (YY/MM/DD)	
					42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$900.00	\$900.00
	Mob & Demob FFP DAM SAFETY BRUSH AND TREE REMOVAL, APPLETON LOWER, CEDARS, LITTLE CHUTE, KAUKAUNA, RAPDIE CROCHE . See Attached Scope of Work. Site Visits are mandatory and can be arranged by contacting Mr. Robert Stanick at (920) 766-3531. PURCHASE REQUEST NUMBER: W56MES-5228-1707				

NET AMT \$900.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum	\$6,600.00	\$6,600.00
	Appleton Lower Dam Tree and Brush FFP Removal				

NET AMT \$6,600.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Cedars Dam Tree Removal FFP	1	Lump Sum	\$13,300.00	\$13,300.00

NET AMT	\$13,300.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Little Chute Dam FFP	1	Lump Sum	\$3,800.00	\$3,800.00

NET AMT	\$3,800.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Kaukana Dam FFP	1	Lump Sum	\$3,800.00	\$3,800.00

NET AMT	\$3,800.00
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FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-AUG-2005	1	KEWAUNEE AREA OFFICE 124 NORTH MAIN STREET KEWAUNEE WI 54216 FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082427 25200HC5D9006610 NA 96203
AMOUNT: \$28,400.00

CLAUSES INCORPORATED BY REFERENCE

52.223-6	Drug-Free Workplace	MAY 2001
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.246-1	Contractor Inspection Requirements	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (JUL 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

(Insert one or more Internet addresses)

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

CUT & REMOVE TREES & BRUSH

Dam Safety Brush & Tree Removal SCOPE OF WORK

General: The scope of work consists of the cutting and removal of trees and brush located at four separate dam locations along the Lower Fox River. The dams are Appleton Lower Dam, Cedars Dam, Little Chute Dam and Kaukauna Dam. The brush is to be cut and disposed of off site. All trees are to be cut and disposed of off site. All stumps are to be removed or ground to a depth of six inches below grade. The cavities are to be filled with topsoil, seeded and mulched. Any areas that do not allow for the removal or grinding of the stumps, such as in rip-rap areas, are to be chemically treated so to prevent new sprouts.

Item No. 0001 – Mobilization/Demobilization

The work consists of mobilizing all necessary equipment, materials, and manpower to the site. Prior to performing any work on site, the Contractor shall submit an accident prevention plan/activity hazard

analysis. All work must comply with the requirements of EM385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual, in addition to all OSHA requirements.

Item No. 0002 – Appleton Lower Dam Tree and Brush Removal

The Contractor is to remove and dispose (off site disposal) of all brush and trees located in an approximately 150' x 20' area. This area is located along a retaining wall and has several medium to large trees. In addition, one 15" diameter tree located next to the water gauge is to be removed.

Item No. 0003 – Cedars Dam Tree Removal

The Contractor is to remove and dispose (off site disposal) of one large tree located near the left abutment.

Item No. 0004 – Little Chute Dam

The Contractor is to remove and dispose (off site disposal) of all brush and trees located in an approximately 70' x 50' area extending from the left dam abutment 50' towards the lock and 70' downriver. This area includes several trees of various sizes.

Item No. 0005 – Kaukauna Dam

The Contractor is to remove and dispose (off site disposal) of all brush located in an approximately 150' x 50' area extending from the right dam abutment downriver 150' and out 50' from the toe of the wall. In addition, the left canal wall is to be cleared of all brush in an area extending from the left dam abutment downriver to the Memorial Bridge and out 50' from the toe of the wall.

Contract Duration - Contractor is required to complete all work within 30 days of contract award.

Labor Costs - All labor shall be paid in accordance with the attached Service Contract Wage Rates.

Site visits are mandatory and can be arranged by contacting Mr. Robert Stanick of the Corps of Engineers Fox River Sub-Office at (920) 766-3531.

WAGE DETERMINATION

94-2575 WI, GREEN BAY

WAGE DETERMINATION NO: 94-2575 REV (23) AREA: WI, GREEN BAY

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2576

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2575
 William W. Gross Division of | Revision No.: 23
 Director Wage Determinations | Date Of Revision: 06/17/2005

State: Wisconsin

Area: Wisconsin Counties of Brown, Calumet, Door, Florence, Fond Du Lac, Forest,
 Green Lake, Kewaunee, Langlade, Lincoln, Manitowoc, Marathon, Marinette, Marquette,
 Menominee, Oconto, Oneida, Outagamie, Portage, Shawano, Sheboygan, Vilas, Waupaca,
 Waushara, Winnebago

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.78
01012 - Accounting Clerk II	11.90
01013 - Accounting Clerk III	13.74
01014 - Accounting Clerk IV	15.44
01030 - Court Reporter	13.80
01050 - Dispatcher, Motor Vehicle	15.75
01060 - Document Preparation Clerk	11.12
01070 - Messenger (Courier)	9.36
01090 - Duplicating Machine Operator	11.12
01110 - Film/Tape Librarian	10.81
01115 - General Clerk I	7.98
01116 - General Clerk II	9.50
01117 - General Clerk III	10.87
01118 - General Clerk IV	12.70
01120 - Housing Referral Assistant	15.38
01131 - Key Entry Operator I	8.95
01132 - Key Entry Operator II	11.03
01191 - Order Clerk I	11.59
01192 - Order Clerk II	13.24
01261 - Personnel Assistant (Employment) I	9.44
01262 - Personnel Assistant (Employment) II	11.25
01263 - Personnel Assistant (Employment) III	13.15
01264 - Personnel Assistant (Employment) IV	14.65
01270 - Production Control Clerk	16.51
01290 - Rental Clerk	9.78

01300 - Scheduler, Maintenance	12.34
01311 - Secretary I	12.34
01312 - Secretary II	13.80
01313 - Secretary III	15.38
01314 - Secretary IV	17.09
01315 - Secretary V	20.66
01320 - Service Order Dispatcher	14.34
01341 - Stenographer I	11.09
01342 - Stenographer II	13.31
01400 - Supply Technician	17.09
01420 - Survey Worker (Interviewer)	11.50
01460 - Switchboard Operator-Receptionist	10.61
01510 - Test Examiner	13.80
01520 - Test Proctor	13.80
01531 - Travel Clerk I	12.00
01532 - Travel Clerk II	12.95
01533 - Travel Clerk III	13.89
01611 - Word Processor I	11.04
01612 - Word Processor II	12.39
01613 - Word Processor III	13.86
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.47
03041 - Computer Operator I	13.37
03042 - Computer Operator II	15.28
03043 - Computer Operator III	17.03
03044 - Computer Operator IV	20.61
03045 - Computer Operator V	24.03
03071 - Computer Programmer I (1)	17.08
03072 - Computer Programmer II (1)	20.87
03073 - Computer Programmer III (1)	24.59
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	23.08
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.37
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.33
05010 - Automotive Glass Installer	15.19
05040 - Automotive Worker	15.19
05070 - Electrician, Automotive	15.85
05100 - Mobile Equipment Servicer	14.04
05130 - Motor Equipment Metal Mechanic	16.33
05160 - Motor Equipment Metal Worker	15.19
05190 - Motor Vehicle Mechanic	15.53
05220 - Motor Vehicle Mechanic Helper	13.39
05250 - Motor Vehicle Upholstery Worker	14.70
05280 - Motor Vehicle Wrecker	15.19
05310 - Painter, Automotive	15.85
05340 - Radiator Repair Specialist	15.19
05370 - Tire Repairer	13.57
05400 - Transmission Repair Specialist	16.33
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.50

07010 - Baker	10.43
07041 - Cook I	9.88
07042 - Cook II	11.19
07070 - Dishwasher	7.15
07130 - Meat Cutter	13.54
07250 - Waiter/Waitress	7.39
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.85
09040 - Furniture Handler	11.92
09070 - Furniture Refinisher	15.85
09100 - Furniture Refinisher Helper	13.39
09110 - Furniture Repairer, Minor	14.70
09130 - Upholsterer	15.85
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.54
11060 - Elevator Operator	9.59
11090 - Gardener	12.21
11121 - House Keeping Aid I	8.72
11122 - House Keeping Aid II	9.59
11150 - Janitor	10.15
11210 - Laborer, Grounds Maintenance	10.77
11240 - Maid or Houseman	8.72
11270 - Pest Controller	11.65
11300 - Refuse Collector	10.56
11330 - Tractor Operator	11.52
11360 - Window Cleaner	10.88
12000 - Health Occupations	
12020 - Dental Assistant	12.58
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.95
12071 - Licensed Practical Nurse I	11.91
12072 - Licensed Practical Nurse II	14.55
12073 - Licensed Practical Nurse III	16.28
12100 - Medical Assistant	12.43
12130 - Medical Laboratory Technician	14.82
12160 - Medical Record Clerk	11.76
12190 - Medical Record Technician	14.89
12221 - Nursing Assistant I	8.71
12222 - Nursing Assistant II	9.79
12223 - Nursing Assistant III	10.68
12224 - Nursing Assistant IV	11.99
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	12.36
12311 - Registered Nurse I	18.88
12312 - Registered Nurse II	23.09
12313 - Registered Nurse II, Specialist	23.09
12314 - Registered Nurse III	27.93
12315 - Registered Nurse III, Anesthetist	27.93
12316 - Registered Nurse IV	33.47
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.79
13011 - Exhibits Specialist I	16.58
13012 - Exhibits Specialist II	20.53
13013 - Exhibits Specialist III	25.12

13041 - Illustrator I	16.58	
13042 - Illustrator II	20.53	
13043 - Illustrator III	25.12	
13047 - Librarian	22.74	
13050 - Library Technician	11.91	
13071 - Photographer I	13.35	
13072 - Photographer II	15.87	
13073 - Photographer III	19.76	
13074 - Photographer IV	24.11	
13075 - Photographer V	28.05	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	9.76	
15030 - Counter Attendant	9.76	
15040 - Dry Cleaner	10.88	
15070 - Finisher, Flatwork, Machine	9.76	
15090 - Presser, Hand	9.76	
15100 - Presser, Machine, Drycleaning	9.76	
15130 - Presser, Machine, Shirts	9.76	
15160 - Presser, Machine, Wearing Apparel, Laundry	9.76	
15190 - Sewing Machine Operator	11.54	
15220 - Tailor	12.60	
15250 - Washer, Machine	10.90	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	18.29	
19040 - Tool and Die Maker	19.15	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	15.54	
21020 - Material Coordinator	16.51	
21030 - Material Expediter	16.51	
21040 - Material Handling Laborer	11.29	
21050 - Order Filler	11.13	
21071 - Forklift Operator	14.47	
21080 - Production Line Worker (Food Processing)	14.47	
21100 - Shipping/Receiving Clerk	12.58	
21130 - Shipping Packer	12.58	
21140 - Store Worker I	13.16	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.59	
21210 - Tools and Parts Attendant	14.47	
21400 - Warehouse Specialist	14.47	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	19.12	
23040 - Aircraft Mechanic Helper	15.27	
23050 - Aircraft Quality Control Inspector	19.90	
23060 - Aircraft Servicer	16.81	
23070 - Aircraft Worker	17.48	
23100 - Appliance Mechanic	17.44	
23120 - Bicycle Repairer	13.57	
23125 - Cable Splicer	22.73	
23130 - Carpenter, Maintenance	17.43	
23140 - Carpet Layer	15.98	
23160 - Electrician, Maintenance	21.27	
23181 - Electronics Technician, Maintenance I	17.84	
23182 - Electronics Technician, Maintenance II	22.45	

23183 - Electronics Technician, Maintenance III	24.85
23260 - Fabric Worker	16.66
23290 - Fire Alarm System Mechanic	19.12
23310 - Fire Extinguisher Repairer	15.78
23340 - Fuel Distribution System Mechanic	20.64
23370 - General Maintenance Worker	16.07
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.10
23430 - Heavy Equipment Mechanic	18.50
23440 - Heavy Equipment Operator	20.03
23460 - Instrument Mechanic	19.12
23470 - Laborer	10.56
23500 - Locksmith	18.31
23530 - Machinery Maintenance Mechanic	19.01
23550 - Machinist, Maintenance	18.08
23580 - Maintenance Trades Helper	13.39
23640 - Millwright	22.01
23700 - Office Appliance Repairer	18.31
23740 - Painter, Aircraft	17.44
23760 - Painter, Maintenance	17.44
23790 - Pipefitter, Maintenance	20.78
23800 - Plumber, Maintenance	18.23
23820 - Pneudraulic Systems Mechanic	19.12
23850 - Rigger	19.12
23870 - Scale Mechanic	17.48
23890 - Sheet-Metal Worker, Maintenance	18.82
23910 - Small Engine Mechanic	16.71
23930 - Telecommunication Mechanic I	19.98
23931 - Telecommunication Mechanic II	20.66
23950 - Telephone Lineman	19.12
23960 - Welder, Combination, Maintenance	17.96
23965 - Well Driller	19.12
23970 - Woodcraft Worker	19.12
23980 - Woodworker	15.44
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.74
24580 - Child Care Center Clerk	11.41
24600 - Chore Aid	9.02
24630 - Homemaker	15.31
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.34
25040 - Sewage Plant Operator	19.09
25070 - Stationary Engineer	19.34
25190 - Ventilation Equipment Tender	14.98
25210 - Water Treatment Plant Operator	19.09
27000 - Protective Service Occupations	
(not set) - Police Officer	21.67
27004 - Alarm Monitor	12.82
27006 - Corrections Officer	16.56
27010 - Court Security Officer	17.95
27040 - Detention Officer	16.56
27070 - Firefighter	15.63
27101 - Guard I	10.07
27102 - Guard II	11.48

28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	18.59	
28020 - Hatch Tender	18.59	
28030 - Line Handler	18.59	
28040 - Stevedore I	16.07	
28050 - Stevedore II	17.33	
29000 - Technical Occupations		
21150 - Graphic Artist	18.30	
29010 - Air Traffic Control Specialist, Center (2)	31.49	
29011 - Air Traffic Control Specialist, Station (2)	21.71	
29012 - Air Traffic Control Specialist, Terminal (2)	23.92	
29023 - Archeological Technician I	15.04	
29024 - Archeological Technician II	17.73	
29025 - Archeological Technician III	21.96	
29030 - Cartographic Technician	21.96	
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.61	
29040 - Civil Engineering Technician	21.56	
29061 - Drafter I	12.96	
29062 - Drafter II	15.04	
29063 - Drafter III	17.73	
29064 - Drafter IV	21.96	
29081 - Engineering Technician I	13.72	
29082 - Engineering Technician II	16.40	
29083 - Engineering Technician III	19.58	
29084 - Engineering Technician IV	24.93	
29085 - Engineering Technician V	29.67	
29086 - Engineering Technician VI	35.90	
29090 - Environmental Technician	19.43	
29100 - Flight Simulator/Instructor (Pilot)	27.62	
29160 - Instructor	20.31	
29210 - Laboratory Technician	15.93	
29240 - Mathematical Technician	21.96	
29361 - Paralegal/Legal Assistant I	14.11	
29362 - Paralegal/Legal Assistant II	17.58	
29363 - Paralegal/Legal Assistant III	21.42	
29364 - Paralegal/Legal Assistant IV	26.03	
29390 - Photooptics Technician	21.96	
29480 - Technical Writer	21.56	
29491 - Unexploded Ordnance (UXO) Technician I	20.02	
29492 - Unexploded Ordnance (UXO) Technician II	24.22	
29493 - Unexploded Ordnance (UXO) Technician III	29.03	
29494 - Unexploded (UXO) Safety Escort	20.02	
29495 - Unexploded (UXO) Sweep Personnel	20.02	
29620 - Weather Observer, Senior (3)	16.36	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.72	
29622 - Weather Observer, Upper Air (3)	14.72	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	13.39	
31260 - Parking and Lot Attendant	9.53	
31290 - Shuttle Bus Driver	12.06	
31300 - Taxi Driver	10.37	
31361 - Truckdriver, Light Truck	11.72	
31362 - Truckdriver, Medium Truck	12.23	

31363 - Truckdriver, Heavy Truck	18.54	
31364 - Truckdriver, Tractor-Trailer	18.54	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	8.69	
99030 - Cashier	7.79	
99041 - Carnival Equipment Operator	10.02	
99042 - Carnival Equipment Repairer	10.15	
99043 - Carnival Worker	8.02	
99050 - Desk Clerk	8.58	
99095 - Embalmer	20.96	
99300 - Lifeguard	10.52	
99310 - Mortician	21.69	
99350 - Park Attendant (Aide)	13.21	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		10.23
99500 - Recreation Specialist	13.31	
99510 - Recycling Worker	12.82	
99610 - Sales Clerk	10.88	
99620 - School Crossing Guard (Crosswalk Attendant)		9.43
99630 - Sport Official	10.52	
99658 - Survey Party Chief (Chief of Party)	20.00	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		15.27
99660 - Surveying Aide	11.68	
99690 - Swimming Pool Operator	13.17	
99720 - Vending Machine Attendant	11.62	
99730 - Vending Machine Repairer	13.17	
99740 - Vending Machine Repairer Helper	11.62	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.